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This Deed Prepared by:

The Winchester Law Firm
David F. Leake, Esq.
6060 Poplar Avenue, Suite 295
Memphis, Tennessee 38119
(901-685-9222)

BK 436 PG 336
W.E. DAVIS CH. CLK.

SHELBURNE, LLC, a Mississippi }
limited liability company }
GRANTOR }
TO }
FAXONGILLIS HOMES, INC. a }
Tennessee corporation }
GRANTEE }

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **SHELBURNE, LLC**, a Mississippi limited liability company, does hereby sell, convey and warranty unto **FAXONGILLIS HOMES, INC** a Tennessee corporation the land lying and being situated in DeSoto County, Mississippi more particularly described as follows:

Lots 29, 30, 35, 38, 47, 49, 50, 51, 57, and 87 Section B, Oak Valley at Shelburne Estates P.U.D., located in **Section 28, Township 1, Range 7** and more particularly shown in **Plat Book 81, Pages 22 and 23** in the Chancery Court Clerk’s Office for DeSoto County, Mississippi, to which plat reference is made for a more particular description of said lots.

The warranty of this deed is subject to rights of way and easements for public roads and public utilities; to building, zoning, subdivision and health department regulations in effect in DeSoto County, Mississippi. Further, this deed is subject to the restrictions, building lines, easements and other matters of record in the Chancery Court Clerk’s Office of DeSoto County, Mississippi as set forth in **Exhibit “A”** attached hereto.

The subject property may contain some land that is filled or partially filled. Grantor makes no warranty or representation expressed, implied, or otherwise, as to the subject property being undisturbed land, and Grantor shall not be liable for claims of any kind or character resulting from the subject property being filled or partially filled.

Possession will be given with delivery of this deed.

Taxes for the year 2002 shall be paid by Grantor.
WITNESS my signature, this the 10th day of January 2003.

SHELBURNE, LLC

By: _____

John L. McRae, Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 10th day of January 2003, within my jurisdiction, the within named **JOHN L. MCREE**, who acknowledged that he is Chief Manager of **SHELBURNE, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the foregoing instrument, after having been duly authorized by said limited liability company so to do.



My commission expires _____

My Comm. Exp. 3-15-2005

Notary Public

GRANTOR'S ADDRESS: 5159 Wheelis Drive, Suite 108, Memphis, TN 38117
GRANTOR'S TELEPHONE NUMBER: Home: (901) 683-1933 Work: (901) 767-7338

GRANTEE'S ADDRESS: 825 Timber Creek, Suite 101, Cordova, TN 38018
GRANTEE'S TELEPHONE NUMBER: Home: () NA Work (901) 759-7000

Exhibit "A"
to Warranty Deed
from Shelburne, LLC to
FaxonGillis Homes, Inc.

1. Restrictions, building lines and easements of record in **Plat Book 81, Pages 22 and 23;**
as amended by Joinder of Plat recorded in **Book 435, Page 385;**
2. Easement to the City of Southaven, Mississippi recorded in **Deed Book 425, Page 80;**
3. Declaration of Covenants, Conditions and Restrictions recorded in **Warranty Book 435,**
Page 381 ;
4. Any tax or assessments not posted on the records of the taxing authorities of which the
land described herein is subject;
5. Road right of way of record in **Deed Book 50, Page 161;**
6. Road right-of-way of record in **Deed Book 218, Page 497;**
7. Easement to Mississippi Power and Light Co. recorded in **Deed Book 120, Page 205;**
8. Title to all oil and minerals within and underlying the premises, together with all mining
right and other rights, privileges, and immunities relating thereto.